

1 BILL NO. S-82-09- 13

2 SPECIAL ORDINANCE NO. S- 167-82

3 AN ORDINANCE approving Improvement
4 Resolution No. 5931-82, Nebraska
5 Neighborhood, Phase VII, with Gaines
6 Construction Co., Inc., in connection
7 with the Board of Public Works.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
9 FORT WAYNE, INDIANA:

10 SECTION 1. That a certain Contract dated August 25,
11 1982, between the City of Fort Wayne, Indiana, by and through its
12 Mayor and the Board of Public Works and Gaines Construction Co.,
13 Inc., for:

14 the construction of curbs and sidewalks where
15 necessary as follows: Richardson Street,
16 sidewalk north side of Osage to Runnion and south
17 side of Rumsey to Runnion; Howell Street,
18 sidewalk both sides of Osage Street to
19 G.R.&I. R.R. right-of-way; High Street, curbs
20 and sidewalk both sides of Osage to G.R.& I.R.R.
21 right-of-way; Rumsey Street, sidewalk both
22 sides of Richardson to High; Runnion Avenue,
23 sidewalk both sides of Richardson to High;
24 Osage Street, sidewalk both sides of Howell
25 Street to High;


26 under Board of Public Works Improvement Resolution No. 5931-82,
27 involving a total cost of One Hundred Thirty-Six Thousand Seven
28 Hundred Three and 40/100 Dollars (\$136,703.40), all as more
29 particularly set forth in said Resolution and Contract which is
30 on file in the Office of the Board of Public Works and is by
31 reference incorporated herein, made a part hereof and is hereby
32 in all things ratified, confirmed and approved. Two copies of
said Contract are on file in the Office of the City Clerk and made
available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force
and effect from and after its passage and any and all necessary
approval by the Mayor.

1 Page Two

2
3
4 
Councilmember

5 APPROVED AS TO FORM
6 AND LEGALITY

7 
8 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Stier, seconded by Burns, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S.T.

DATE: 9-14-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Stier, seconded by Burns, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	_____	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 9-28-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~)

(~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. S-167-82
on the 28th day of September, 1982

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of September, 1982, at the hour of 11:30 o'clock P.M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 4th day of October, 1982, at the hour of 10 o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

BILL NO. S-82-09-13

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN
ORDINANCE approving Improvement Resolution No. 5931-82, Nebraska
Neighborhood, Phase VII, with Gaines Construction Co., in connection
with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE do PASS.

JAMES S. STIER, CHAIRMAN

BEN A. EISBART, VICE CHAIRMAN

VICTURE L. SCRUGGS

MARK E. GIAQUINTA

DONALD J. SCHMIDT

James
Ben A. Eisbart
Victure L. Scruggs
Mark E. Giaquinta
Donald J. Schmidt

9-28-80
DATE CONCURRED IN
CHARLES W. WESTERMAN CITY CLERK

CONTRACT

This Agreement, made and entered into this 25 day of Aug, 1982

by and between ----- GAINES CONSTRUCTION CO., INC. -----

----- 217 W. WASHINGTON CENTER ROAD, FT. WAYNE, IND. 46825 -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Resolution No. 5931-82
prove by constructing curb and sidewalk, where needed, as follows:

1. Richardson St. - Sidewalk north side Osage to Runnion and south side Rumsey to Runnion;
2. Howell St. - Sidewalk both sides Osage St. to G.R.&I. R.R. R/W;
3. High St. - Curbs and sidewalk both sides Osage to G.R.&I. R.R. R/W;
4. Rumsey St. - Sidewalk both sides Richardson to High.
5. Runnion Ave. - Sidewalk both sides Richardson to High.
6. Osage St. - Sidewalk both sides Howell Street to High.

Also known as NEBRASKA NEIGHBORHOOD IMPROVEMENT, PHASE VII.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX feet with

XX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5931-82 attached hereto and by reference made a part hereof.

~~XXXXXX IN THE ATTACHED SPECIFICATIONS XXXXX~~

At the following prices:

Concrete Removal	One dollar and ninety cents per square yard	1.90
Curb Removal	Five dollars and no cents per lineal foot	5.00
4" Concrete Walk	One dollar and twenty-five cents per square foot	1.25
6" Concrete Walk	One dollar and fifty cents per square foot	1.50
Wingwalk	One dollar and forty cents per square foot	1.40
6" Concrete Drive	Fourteen dollars and no cents per square yard	14.00
Concrete Curb, Type III	Four dollars and seventy-five cents per lineal foot	4.75
Special Concrete Curb, Type I-S	Six dollars and no cents per lineal foot	6.00
Structure Concrete for Steps	Twenty-five dollars and no cents per cubic yard	25.00
Asphalt Patching	Two dollars and no cents per lineal foot	2.00
Tree Removal 12"	One hundred dollars and no cents per each	100.00
Tree Removal 18"	Seventy dollars and no cents per	

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5931-82 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Aug. 30, 1982 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date

19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 25

day of Aug, 1982

ATTEST:

Darrell Haines
Corporate Secretary

GAINES CONSTRUCTION COMPANY, INC.

BY: [Signature]

ITS: [Signature]

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]
Al Anderson

[Signature]
Ray R. Collins

ATTEST:

[Signature]
Secretary and Clerk

Its Board of Public Works and Mayor.

[Signature]
ASSOCIATE

Tree Removal 24"	Seventy-five dollars and no cents per each	75.00
Tree Removal 30"	Sixty-five dollars and no cents per each	65.00
Tree Removal 36"	Seventy dollars and no cents per each	70.00
Tree Removal 42"	One hundred dollars and no cents per each	100.00
Tree Removal 48"	One hundred and twenty-five dollars and no cents per each	125.00
Backfill (Behind Curb)	Two dollars and no cents per ton	2.00
Topsoil	Two dollars and no cents per ton	2.00
Seeding, Mulch & Fine Grading	No dollars and thirty cents per square yard	0.30
Planting New Shade Trees (2")	Twenty dollars and no cents per each	20.00
Remove & Replace New Casting, Type "C"	Two hundred and fifty dollars and no cents per each	250.00
Remove & Replace Type I-C C.B. (New Casting - Cast Iron Trap)	Nine hundred dollars and no cents per each	900.00
Adjust Casting to Grade	Twenty dollars and no cents per each	20.00
SUB TOTAL	Sixty-nine thousand, five hundred and forty-seven dollars and no cents	\$69,547.00
ALTERNATE *****		
Concrete Removal	One dollar and ninety cents per square yard	1.90
Curb Removal	One dollar and no cents per lineal foot	1.00
4" Concrete Walk	One dollar and twenty-five cents per square foot	1.25
6" Concrete Walk	One dollar and fifty cents per square foot	1.50
Wingwalk	One dollar and forty cents per square foot	1.40
6" Concrete Drive	Fourteen dollars and no cents per square yard	14.00
Concrete Curb, Type III	Four dollars and seventy cents per lineal foot	4.70
Special Concrete Curb, Type I-S	Seven dollars and no cents per lineal foot	7.00
Structure Concrete for Steps	Thirty dollars and no cents per cubic yard	30.00

Remove & Replace Block Wall, Including Water-proofing	Five dollars and no cents per square foot	5.00
Asphalt Patching	One dollar and fifty cents per lineal foot	1.50
Tree Removal 18"	One hundred dollars and no cents per each	100.00
Tree Removal 24"	Ninety dollars and no cents per each	90.00
Tree Removal 30"	Eighty dollars and no cents per each	80.00
Tree Removal 36"	Eighty dollars and no cents per each	80.00
Backfill (Behind Curb)	Two dollars and no cents per ton	2.00
Special Borrow	Two dollars and no cents per ton	2.00
Topsoil	Two dollars and no cents per ton	2.00
Seeding, Mulch & Fine Grading	No dollars and thirty cents per square yard	0.30
Planting New Shade Trees (2")	Twenty-five dollars and no cents per each	25.00
Remove & Replace New Casting, Type "C"	Two hundred dollars and no cents per each	200.00
Remove & Replace 30" Inlet (New Casting, Type I-C)	Three hundred dollars and no cents per each	300.00
Remove & Replace C.B. Type I-C (New Casting - Cast Iron Trap)	Nine hundred dollars and no cents per each	900.00
Adjusting Casting to Grade	Twenty dollars and no cents per each	20.00
SUB TOTAL ALTERNATE	Sixty-seven thousand, one hundred and fifty-six dollars and forty cents	\$67,156.40
TOTAL	One hundred and thirty-six thousand, seven hundred and three dollars and forty cents	\$136,703.40

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.

PERFORMANCE AND GUARANTEE BOND.

KNOW ALL MEN BY THESE PRESENTS, that we GAINES CONSTRUCTION CO., INC.
as Principal, and the State Auto Mutual Insurance Co.
Columbus, Ohio, a corporation organized under the laws of the
State of Ohio and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of ONE HUNDRED AND THIRTY-SIX
THOUSAND, SEVEN HUNDRED AND THREE DOLLARS AND FORTY CENTS -----
(\$ 136,703.40-----), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the 25th day of August, 19 82,
enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5931-82

To improve by constructing curb and sidewalk, where needed, as follows:

1. Richardson St. - Sidewalk north side Osage to Runnion and south side
Rumsey to Runnion;
2. Howell St. - Sidewalk both sides Osage St. to G.R.&I. R.R. R/W; ---
3. High St. - Curbs and sidewalk both sides Osage to G.R.&I. R.R. R/W;
4. Rumsey St. - Sidewalk both sides Richardson to High.
5. Runnion Ave. - Sidewalk both sides Richardson to High.
6. Osage St. - Sidewalk both sides Howell Street to High.

Also known as NEBRASKA NEIGHBORHOOD IMPROVEMENT, PHASE VII.

at a cost of \$ 136,703.40-----, according to certain plans and specifications
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement
provides:

1. That said improvement shall be completed according to said plans and
specifications, and contractor shall warrant and guarantee all work, mater-
ial, and conditions of the improvement for a period of three (3) years from
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-
tions, and repairs as required by the City within thirty (30) days after
notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

GAINES CONSTRUCTION CO., INC.
(Contractor)

BY: Henry Gaines
ITS: per

ATTEST:

Daniel Dimes
Sec.
(Title)

State Auto Mutual Insurance Co.
Surety

*BY: Leland Smith
Authorized Agent Leland Smith
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

----- GAINES CONSTRUCTION CO., INC. -----

(Name of Contractor)

----- 217 W. WASHINGTON CENTER ROAD, FT. WAYNE, INDIANA 46825 -----

(Address)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and State Auto Mutual Insurance Co., Columbus, Ohio

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of ONE HUNDRED AND THIRTY-SIX THOUSAND, SEVEN HUNDRED AND THREE DOLLARS AND FORTY CENTS -----

for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 25th day of August, 19 82, for the construction of:

Improvement Resolution No. 5931-82

To improve by constructing curb and sidewalk, where needed, as follows:

1. Richardson St. - Sidewalk north side Osage to Runnion and south side Rumsey to Runnion;
2. Howell St. - Sidewalk both sides Osage St. to G.R.&I. R.R. R/W;
3. High St. - Curbs and sidewalk both sides Osage to G.R.&I. R.R. R/W;
4. Rumsey St. - Sidewalk both sides Richardson to High.
5. Runnion Ave. - Sidewalk both sides Richardson to High.
6. Osage St. - Sidewalk both sides Howell Street to High.

Also known as NEBRASKA NEIGHBORHOOD IMPROVEMENT, PHASE VII.

at a cost of ONE HUNDRED AND THIRTY-SIX THOUSAND, SEVEN HUNDRED AND THREE DOLLARS AND FORTY CENTS -----

(\$ 136,703.40 -----), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three counter-
(number)
parts, each one of which shall be deemed an original, this 25th day of
August, 1979.

(SEAL)

ATTEST:

Danuel Danner
(Principal) Secretary

Eileen Tawney
Witness as to Principal

1666 Spy Run Ave.
(Address)

Fort Wayne, Indiana

Eileen Tawney
Witness as to Surety

1666 Spy Run Ave.
(Address)

Fort Wayne, Indiana

GAINES CONSTRUCTION CO., INC.
Principal

BY Leland Smith
(Title)

217 W. Washington Center Rd.

(Address)

Fort Wayne, Indiana

Surety
BY Leland Smith
Attorney-in-Fact Leland Smith
(Authorized Agent)

1666 Spy Run Ave.

(Address)

Fort Wayne, Indiana

NOTE: Date of Bond must be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY

Know All Men By These Presents, That STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of Ohio, and having its principal offices in the City of Columbus, Ohio, does hereby by these presents make, constitute and appoint.....

Leland Smith, Lynn B. Smith, both

of Fr. Wayne and State of Indiana EACH
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds or undertakings described below, to wit:
any and all bonds, undertakings, or other written obligations in the nature thereof, subject to the limitation that the penalty of any one bond shall not exceed
One Million Dollars (\$1,000,000.00) in amount

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the duly authorized officers of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is made and executed pursuant to and by authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 8th day of May 1970:

BE IT RESOLVED, by the Board of Directors of State Automobile Mutual Insurance Company, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any Assistant Treasurer, shall have the power and authority to appoint agents and attorneys-in-fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof; and any such bond, undertaking, recognition, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by such attorney-in-fact or agent pursuant to and within the limits of the authority granted by his power of attorney.

BE IT FURTHER RESOLVED, that any two (2) said officers may remove any such Attorney-in-Fact or Agent and revoke the power and authority given to him.

BE IT FURTHER RESOLVED, that any two (2) of the following officers of the Company, viz: the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer and any Assistant Treasurer, shall have power and authority to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, which the business of the Company may require; and any such bond, undertaking, recognition, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of State Automobile Mutual Insurance Company at a meeting called and held on the 8th day of May, 1970:

BE IT RESOLVED, that the signature of the President, any Vice President, any Assistant Vice President, Secretary, any Assistant Secretary, Treasurer, and any Assistant Treasurer and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognition, consent of surety or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof, the Company has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this..... 23rd day of November 19 76

STATE AUTOMOBILE MUTUAL INSURANCE COMPANY.

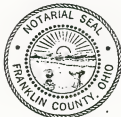


By Norman G. Moun Vice President
Richard J. Ridgley
Richard J. Ridgley - Vice President

STATE OF OHIO
COUNTY OF FRANKLIN, } ss:

On this 23rd day of November, A.D., 19 76, before me personally came
Norman G. Moum and Richard J. Ridgley, to me known, who being
duly sworn, did depose and say that they are the Vice President and Vice President

respectively of STATE AUTOMOBILE MUTUAL INSURANCE COMPANY, the Company
described in and which executed the above instrument; that they know the seal of said Company; that the seal affixed
to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company
and that they signed their names, respectively, by like order.



Larry H. Dowl
Larry H. Dowl
My Commission expires 2/9/80
Notary Public.

CERTIFICATE

I, the undersigned, Assistant Secretary of State Automobile Mutual Insurance Company, an Ohio Corporation, do
hereby certify that the foregoing power of attorney is in full force and has not been revoked; and furthermore, that The
Resolutions of the Board of Directors set forth in the power of attorney are now in force.

Signed and sealed at Columbus, Ohio, this 17th day of August, 19 82.



Larry H. Dowl
Larry H. Dowl
Assistant Secretary

TITLE OF ORDINANCE Resolution 5931-82, Nebraska Neighborhood, Phase VII

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

82-09-13

SYNOPSIS OF ORDINANCE Construction of curbs and sidewalks, where needed, as follows:

Richardson Street - sidewalk north side of Osage to Runnion and south side of
Runmsey to Runnion;

Howell St. - Sidewalk both sides of Osage Street to G.R. & I. R.R. right-of-way;

High St. - Curbs and sidewalk both sides of Osage to G.R. & I.R.R. right of way;

Runmsey St. - sidewalk both sides of Richardson to High;

Runnion Ave. - sidewalk both sides of Richardson to High;

Osage St. - sidewalk both sides of Howell St. to High.

Contract has been awarded to Gaines Construction Co., Inc.

Received Prior Approval on July 6, 1982

EFFECT OF PASSAGE improvement in Nebraska Neighborhood

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$\$136,703.40

ASSIGNED TO COMMITTEE